

**Request for Tenders dated 18 June 2026
for the provision of
Managed Services for the CSO's Existing Cloud
Environment**

Tender procedure: Open procedure

Tender Deadline: Friday 31 July 2026, 17.00 Hrs

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Part 1: Introduction

1.1 The Central Statistics Office (the “Contracting Authority”, or the “CSO”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

1.2 In summary, the Services comprise Managed Services for the operation, maintenance, security, optimisation and support of the Contracting Authority’s existing cloud environment, including operational support, monitoring, security management, cost optimisation, reporting, governance and exit support. The Services also include project-based activities falling outside the routine managed service scope, including activities associated with supporting the CSO’s applications teams for the implementation and provisioning of new or amended workloads introduced within the CSO’s existing cloud environment during the contract term, together with their ongoing support.

Refer to Appendix 1 of this RFT for a detailed description of the services required by the Contracting Authority

1.3 It is anticipated that one (1) Tenderer (the “successful Tenderer”) will be awarded the Services Agreement following this Open Procedure.

1.3.1 Tenderers should note that it is a **mandatory requirement** of this Competition for Tenderers to complete the Tender Response Document (“TRD”) provided as a separate attachment to this RFT. The purpose of the TRD is to simplify and streamline the tender response process for all Tenderers and to simplify and streamline the evaluation process for the Contracting Authority.

The TRD must be submitted in accordance with the submission requirements in paragraph 2.6.1 of this RFT. The Tenderer’s response in the Tender Response Document must also address all of the requirements of this RFT.

Note: Paragraph 2.2.1 of this RFT sets out the information that tenderers are required to supply. Prospective Tenderers should note that the TRD document also provides a complete list of all the information that tenderers will have to supply, and sets out the structure they must follow when providing this information. As well as being the tender response document, the TRD is also intended to be an easy-to-follow, step-by-step guide to compiling the information required for this procurement. As such, it is recommended that the TRD be read in conjunction with this RFT document.

1.3.2 The successful Tenderer will enter into the Services Agreement in the form published with the RFT. They shall become the “Service Provider”

During the term of the Services Agreement, the Contracting Authority may require project-based activities, new or amended workload onboarding, additional operational support, service uplifts, or other separately scoped activities within the scope of the procurement. Such activities will be managed under the Services Agreement by way of a Statement of Work (“SoW”).

If the Service Provider is unable/unavailable to undertake the contract, the Contracting Authority reserves the right to procure the required services outside of the Service Agreement.

1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any services agreement that may result from this Competition (the “Services Agreement”) will be issued for an initial term of three (3) years (“the Term”).

1.5 The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to 12 months with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The Term will not exceed five (5) years in aggregate

The justification for a Term longer than the standard 4 years, is the non-standard nature of the Services required and the consequent disruption to the day-to-day operations of the Contracting Authority in acquiring, implementing and transitioning to any new managed services envisaged as part of the Services.

1.6 The Contracting Authority estimates that the total expenditure on the Services to be covered by the proposed Services Agreement to be approximately €10,000,000 (excl. VAT) over the initial terms of the contract and any possible extensions. These figures are indicative only and the Contracting Authority is not committed to any given level of expenditure on these Services.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Agreement that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Agreements that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Agreement. No enforceable agreement or contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Agreement has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Agreement being executed by or on behalf of the Contracting Authority.

The award of a Services Agreement does not confer exclusivity on the successful Tenderer(s).

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing

such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[ESPD](#)"). Tenderers may submit an ESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b). To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;

- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES AGREEMENT

- 2.3.1 Tenderers should note the terms and conditions of the Services Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Agreement by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Agreement.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of the Services Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Agreement (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than 17.00 Hrs (5pm, Irish Time) on Friday 31 July 2026 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using MS Word or PDF. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 12.00 Hrs (12pm (noon), Irish Time) on Friday 17th July 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid 180 days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Agreement shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Agreement at Appendix 5 to this RFT.
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Commencement Date of the Services Agreement (as defined in the Services Agreement) and on subsequent anniversaries of the Commencement Date thereafter, and then only by the percentage by which the Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Agreement awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are

provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Agreement pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Agreement entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Agreement pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of the Services Agreement arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the

Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Agreement entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not Used*

2.20.2 *Not Used:*

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Services Agreement the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence
Professional Indemnity	€2 million for each and every claim excluding defence costs
Cyber Liability	€1 million for each and every claim excluding defence costs

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Agreement under this Competition, (i) they will, from the Commencement Date of the Services Agreement (as defined in the Services Agreement), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Agreement.

2.21.3 The successful Tenderer will, during the term of the Services Agreement, be required to:

(a) immediately advise the Contracting Authority of any material change to its insured status;

- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

- 3.1 Only those Tenderers who have:-
- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
 - (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Agreement to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Agreement) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

1. Tenderers and any/all members of a consortium have a current Tax Clearance Certificate and will provide evidence to this effect on contract award.
2. Tenderers will be compliant with their social security and legal obligations for the duration of any contract awarded.
3. Tenderers shall provide evidence of the insurance policies specified in section 2.21.
4. Tenderers (on a solo or cumulative basis) meet the minimum turnover requirement of €3,000,000 over each of the last three financial years and will provide evidence from their accountants / auditors to this effect. Please note that this is a nominal figure that meets procurement requirements. It should not be read as indicative of the budget for this project.
5. Tenderers will provide a letter from their bank indicating their account is in good standing.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must address each of the selection criteria and sub-criteria below in the Tender Response Document

Manpower And Organisation		Pass/Fail
	<p>Tenderers must demonstrate that they have access to the appropriate resources, organisational capability and skills to deliver the required services described in Appendix 1: Part B – Detailed Requirements and Specification of this RFT.</p> <p>Tenderers must provide:</p> <ol style="list-style-type: none"> 1. An organisation chart clearly defining the proposed team structure, roles, responsibilities and reporting lines, including identification of employees, affiliates and subcontractors. 2. Details of the number of Full-Time Equivalents (FTEs) proposed for each of the key roles required for delivery of the Managed Services, including those relating to cloud operations, security, service desk, governance and account management, together with any additional roles considered necessary to ensure the ongoing operation, maintenance and support of the CSO’s existing public cloud environment. 3. Tenderers must provide a detailed resource location and access model identifying, for each proposed role and function: <ol style="list-style-type: none"> a. whether the resource will be delivered Onshore, Nearshore or Offshore¹; b. the employing or contracting legal entity; c. whether the role is performed by the Tenderer, an affiliate, consortium member or subcontractor; d. the environments, systems, data, tools, tickets, telemetry, logs, repositories or artefacts to which the role will have access; and e. whether the role constitutes a Restricted Access Role. <p>As a mandatory requirement, all Restricted</p>	

¹ For definitions of Onshore, Nearshore and Offshore, see **Appendix One, Part D: Resource Location Definitions.**

	<p>Access Roles must be performed by personnel located Onshore or Nearshore only. Offshore Personnel shall not perform, support, backfill, supervise or provide escalation support for any Restricted Access Role and shall not have logical, remote, administrative, privileged, monitoring, security, service desk or support access to CSO Data or the Managed Environment.</p> <p>Offshore Personnel may only be used for ancillary corporate or administrative functions that do not involve access to CSO Data, CSO Confidential Information, the Managed Environment, service desk tickets, logs, telemetry, security information, documentation, repositories, configuration information, credentials or secrets. Any such proposed Offshore use must be clearly identified and shall be subject to CSO approval.</p> <p>A Tender will be deemed non-compliant where the Tenderer’s proposed delivery model requires Offshore Personnel to perform any Restricted Access Role or to access CSO Data, CSO Confidential Information, the Managed Environment, backups, logs, observability outputs, security telemetry, service desk records, IAM functions or privileged administrative functions.</p> <p>Tenderers must confirm that they are capable of operating in accordance with the CSO’s requirements in relation to data protection, security, governance and access control, including the requirement that CSO data remains within the EEA and that any access to the managed environment is subject to CSO-defined policies, standards and approval processes.</p>	
<p>Previous Experience</p>	<p>Tenderers must demonstrate the successful delivery of at least three (3) comparable contracts (in scale, nature, quality and complexity) delivered during the previous three (3) years.</p> <p>Each comparable contract must have involved the Tenderer acting in the role of Managed Service</p>	<p>Pass/Fail</p>

	<p>Provider in respect of an Amazon Web Services (AWS) cloud environment and must have included the ongoing operational management and support of live production workloads.</p> <p>Tenderers must describe in detail, for each contract:</p> <ul style="list-style-type: none"> • the services provided; • the extent to which the contract is comparable to the requirements set out in Appendix 1: Part B – Detailed Requirements and Specification; • the AWS environment within which the services were delivered, including the operational scope and the nature of the workloads supported; • the Tenderer’s role in delivering the services, including governance arrangements, operational management responsibilities and client engagement structures; and • how the Tenderer engaged with the client to determine, deliver and manage the requirements over the term of the contract. <p>It is desirable that one or more of the comparable contracts were delivered for a public sector organisation, preferably within Ireland.</p> <p>Where a comparable contract was not delivered for a public sector organisation, the Tenderer must clearly explain why that contract is nevertheless suitable for or equivalent to the CSO requirement, including by reference, where relevant, to matters such as regulated or statutory operating environment, service criticality, governance and approval controls, security requirements, data sensitivity, audit/compliance obligations, and operational support complexity.</p>	
<p>Accredited Partners of Existing Hyperscaler</p>	<p>Tenderers and any/all members of a consortium proposing to perform the duties outlined as requirements in Appendix 1: Part B – Detailed Requirements and Specification must confirm that they are recognised and accredited partners of AWS and that such accreditation will be maintained for the full contract term.</p> <p>Tenderers shall, as a minimum mandatory</p>	<p>Pass/Fail</p>

	<p>requirement, confirm that they:</p> <ul style="list-style-type: none"> • participate in the AWS Partner Network; • hold AWS Premier Tier Services Partner status (or higher); and • hold current validation under the AWS Managed Service Provider (MSP) Program. <p>Such status and validation shall serve as assurance of the Tenderer’s demonstrated capability to operate, manage and support services within the existing AWS cloud environment, including familiarity with the relevant technology stack, support models and operational best practices.</p> <p>It is desirable that the Tenderer also participates in the AWS Public Sector Partner Program.</p> <p>Where the Tenderer does not participate in the AWS Public Sector Partner Program, the Tenderer must demonstrate equivalent relevant capability and experience in delivering AWS managed services for public-sector organisations or for organisations operating in similarly regulated, security-sensitive, governance-intensive or mission-critical environments, and must explain why that experience is suitable for or equivalent to the CSO requirement.</p> <p>Where any consortium member, affiliate or subcontractor is proposed to perform core AWS managed service functions, the Tenderer must clearly identify that entity and confirm which AWS accreditations and validations are held by that entity.</p>	
<p>Information Security International Standard</p>	<ul style="list-style-type: none"> • Tenderers and any/all members of a consortium proposing to perform the duties outlined as requirements in Appendix 1: Part B – Detailed Requirements and Specification must confirm that they hold a valid ISO/IEC 27001 (Information Security Management) certification, or an equivalent internationally recognised information security standard. <p>The certification (or equivalent) must cover all activities to be carried out by the Tenderer under this Contract for the full contract term. Tenderers must also confirm that such certification will be maintained for</p>	<p>Pass/Fail</p>

the duration of the Contract.

Where an equivalent certification or standard is proposed, Tenderers must provide a statement from an independent and reputable third party confirming that the proposed certification or standard is equivalent to ISO/IEC 27001.

- Tenderers and any/all members of a consortium proposing to perform the duties outlined as requirements in Appendix 1: Part B – Detailed Requirements and Specification, including any entity responsible for the provision of SOC services, security monitoring, alert triage, incident investigation, incident escalation, vulnerability management, or privileged security administration, must confirm that they hold a current SOC 2 Type 2 report, or an equivalent independent assurance report, covering controls relevant to the services to be delivered under this Contract.

The report (or equivalent independent assurance report) must cover, as applicable, the security, availability, confidentiality and operational control environment relevant to the services to be performed under this Contract, including SOC monitoring, alert triage, investigation and escalation activities where applicable.

Tenderers must also confirm that such assurance will be maintained for the duration of the Contract. Where an equivalent assurance report is proposed, Tenderers must provide a statement from an independent and reputable third party confirming that the proposed assurance is equivalent to a SOC 2 Type 2 report in respect of the relevant control environment.

- Tenderers must further:
 1. identify each legal entity that will perform any of the following functions: SOC services, security monitoring, alert

	<p>trriage, incident investigation, incident escalation, vulnerability management, or privileged security administration;</p> <ol style="list-style-type: none"> 2. state whether each such entity is the Tenderer, an affiliate, a consortium member, or a subcontractor; 3. specify the location from which each such function will be delivered, including whether delivery is onshore, nearshore or offshore²; 4. confirm whether any such entity or function will have access to production environments, security telemetry, logs, observability outputs, IAM privileges, or other privileged administrative functions; and 5. demonstrate that the applicable certification and assurance coverage extends to the actual services, control environment and delivery model proposed for this Contract. 6. Where security functions are to be delivered across multiple entities or locations, the Tenderer must clearly describe the governance, control, escalation and assurance arrangements that will apply across that model. <p>All SOC, NOC, security monitoring, alert triage, incident investigation, incident escalation, vulnerability management and privileged security administration functions that involve access to CSO Data, logs, telemetry, security alerts, observability outputs, production or non-production environments, IAM privileges or security tooling must be delivered from Onshore or Nearshore locations only. Offshore delivery of such functions is not permitted.</p>	
Data Protection	With reference to the Data Protection requirements (for both Personal Data and wider CSO Data) set out in the Contract and elsewhere in this RFT (and in Appendix 1: Part B – Detailed Requirements and	Pass/Fail

² For definitions of Onshore, Nearshore and Offshore, see **Appendix One, Part D: Resource Location Definitions**

Specification), Tenderers must demonstrate that appropriate technical and organisational measures are in place to ensure compliance with applicable Data Protection legislation, including GDPR, in the delivery of the Managed Services.

Tenderers must:

1. Describe their Data Protection governance and operating model as it applies to the delivery of managed cloud services.
2. Where applicable, provide details of any relevant third-party certifications or independent assurances.
3. Specify the location(s) within which CSO data is processed and stored as part of the Managed Services, including backups and recovery artefacts.
4. Confirm and describe how CSO data, including backups and recovery artefacts, will be stored and hosted within the EEA unless otherwise expressly approved in writing by the CSO.
5. Confirm that no Offshore Personnel will have logical, remote, administrative, privileged, monitoring, support, security or incident-response access to CSO Data, CSO Confidential Information, production or non-production environments, backups, logs, observability outputs, security telemetry, service desk tickets, IAM functions or privileged administrative functions.
6. Confirm that all personnel performing Restricted Access Roles will be located Onshore or Nearshore³ only.
7. Where personnel located in the United Kingdom are proposed for Restricted Access Roles, describe the data protection, access control, audit, session management, data minimisation and contractual controls that will apply.
8. Confirm that any change to the approved resource location model, including

³ For definitions of Onshore, Nearshore and Offshore, see **Appendix One, Part D: Resource Location Definitions**

	substitution of personnel, relocation of functions, use of new subcontractors or changes to support locations, shall require prior written approval from the CSO.	
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Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority

3.3 AWARD CRITERIA

3.3.1 The Services Agreement will be awarded on the basis of the most economically advantageous tender(s) in accordance with the following criteria laid out in the table below. Attention should be paid to minimum qualifying thresholds for responses.

Detailed technical and operational requirements are set out in Appendix 1: Part B – Detailed Requirements and Specification. Tenderers must cross-reference their responses accordingly. Repetition of the specification text without substantive response will not be scored

The CSO reserves the right to assess the quality, credibility, completeness and practical applicability of responses provided.

Award Criteria	Maximum available marks	Minimum qualifying threshold
1. Managed Service Delivery Model (45 % of available marks)		
<p>a) Cloud Operations & Service Delivery Model</p> <p>Tenderers must provide information to enable the Contracting Authority to assess their proposed approach to the day-to-day operation and management of the CSO’s existing public cloud environment, in accordance with the specification requirements detailed in Appendix 1: Part B.</p> <p>In particular, Tenderers should describe their approach to:</p> <ul style="list-style-type: none"> • Day-to-day cloud operations and service management • Incident, problem and change management processes • Service desk operations, escalation procedures and governance • Alignment with recognised service management frameworks (e.g. ITIL) <p>Tenderers should describe how their proposed cloud operations and service delivery model will comply with the CSO’s Onshore/Nearshore Restricted Access requirements, including how service desk, NOC, SOC, incident, problem, change and escalation functions will be delivered without Offshore access to CSO Data or the Managed Environment.</p> <p>Please note: Responses are mandatory for each requirement.</p>	120	60% of the available marks for this requirement category

<p>b) Support and Maintenance Services</p> <p>Tenderers must provide sufficient information to enable the Contracting Authority to evaluate their offer against the support and maintenance requirements set out in Appendix 1: Part B – Detailed Requirements and Specification.</p> <p>In particular, Tenderers should address:</p> <ul style="list-style-type: none"> • Ongoing support and maintenance of the existing cloud environment • Patch, vulnerability and configuration management • Capacity, performance and availability management • Backup, disaster recovery and business continuity support • Reporting, governance and exit planning arrangements <p>Tenderers should describe how patch management, vulnerability management, backup, disaster recovery, monitoring, operational reporting and security support will be delivered using Onshore and/or Nearshore personnel only for all Restricted Access Roles, including how privileged access, session controls, audit logging and segregation of duties will be maintained.</p> <p>Please note: Responses are mandatory for each requirement</p>	130	60% of the available marks for this requirement category
<p>c) Workload Onboarding, Transition and Exit Management.</p> <p>Tenderers must provide sufficient information to enable the Contracting Authority to assess their proposed approach to the onboarding and operational enablement of new or amended workloads, transition-in at service commencement, and transition-out / end-of-contract handover, in accordance with the requirements set out in Appendix 1: Part B – Detailed Requirements and Specification.</p> <p>In particular, Tenderers should describe their approach to:</p> <ul style="list-style-type: none"> • The onboarding and operational enablement of new or amended workloads, including governance, approvals, dependencies, service readiness and integration into the managed service • The treatment of project-based activities relating to new or amended workloads, including the preparation and use of Statements of Work (SoW) where applicable • Transition-in at service commencement, including knowledge capture, handover, operational readiness, continuity of service and transition planning for the existing in-scope workloads • Transition-out and end-of-contract arrangements, including exit planning, knowledge transfer, 	150	60% of the available marks for this requirement category

<p>documentation, access handover, service continuity and support for transition to the CSO and/or a replacement provider</p> <ul style="list-style-type: none"> • The Tenderer’s proposed approach to maintaining service continuity and managing operational risks during onboarding, transition-in and transition-out activities <p>Tenderers should explain how transition-in, workload onboarding, transition-out and exit activities will be performed in compliance with the Onshore/Nearshore Restricted Access requirements, including treatment of documentation, access credentials, repositories, scripts, infrastructure-as-code artefacts, configuration information and knowledge transfer materials.</p> <p>In assessing this criterion, the Contracting Authority may also take into account the extent to which the Tenderer’s proposed approach to transition-in and transition-out is supported by a clear, complete and commercially credible pricing treatment, including the transparency, proportionality and reasonableness of the assumptions, dependencies, exclusions and charging structure proposed for such activities.</p> <p>The Contracting Authority will not assess the numerical level of transition-in or transition-out pricing under this qualitative criterion as a substitute for cost evaluation, but may assess whether the Tenderer’s proposed pricing approach is coherent, proportionate, transparent and consistent with the requirements of Appendix 1 and Appendix 2.</p> <p>Please note: Responses are mandatory for each requirement.</p>		
<p>d) AWS Commercial Value Realisation and Partner Enablement</p> <p>Tenderers must describe how they will use their AWS partner status, programme participation, support relationships and AWS engagement model to deliver added commercial value to the CSO over the term of the Services Agreement.</p> <p>In particular, Tenderers should address:</p> <ul style="list-style-type: none"> • their relevant AWS partner tier, AWS MSP validation and other relevant AWS programme participation; • their approach to identifying and securing AWS commercial benefits, including discounts, credits, funding, optimisation opportunities, commercial incentives or other cost-reduction mechanisms that may be available through AWS programmes or partner engagement routes; • their track record in securing such benefits for customers in comparable AWS managed service environments; 	50	60% of the available marks for this requirement category

<ul style="list-style-type: none"> • how any such benefits would be identified, evidenced, governed and passed through to the CSO; • the distinction between benefits that are contractually committed and benefits that are conditional, discretionary or subject to AWS approval; and • how their approach will support the CSO in achieving cost efficiency and commercial value over the term of the Services Agreement, while recognising that FinOps and cloud financial governance remain the responsibility of the CSO. <p>Tenderers must not represent discretionary AWS benefits as guaranteed unless they can evidence a binding commitment.</p> <p>Please note: Responses are mandatory for each requirement.</p>		
2. Quality of the Managed Service Provider Team (20% of available marks)		
<p>a) Technical Resources and Expertise</p> <p>Tenderers must provide sufficient information to enable the Contracting Authority to assess the quality, experience and technical competence of the personnel proposed to deliver the Managed Services.</p> <p>In particular, Tenderers should provide details of:</p> <ul style="list-style-type: none"> • The proposed team structure, roles and responsibilities. • Relevant technical expertise and experience of key personnel. • Continuity of resources and knowledge retention arrangements. • Account management and stakeholder engagement approach. • The proposed resource model, including the extent to which resources will be provided onshore (Ireland), nearshore (Europe and the UK) and offshore, and the roles and functions to be delivered from each location. • Where the Tenderer has UK based resources, the Tenderer’s approach to managing the risk that the United Kingdom may cease to qualify as Nearshore during the term of the Services Agreement, including the Tenderer’s contingency arrangements for relocating or replacing UK-based Restricted Access Roles with Onshore or EEA-based resources, maintaining service continuity, preserving SLA compliance, managing access controls, updating subcontracting or affiliate arrangements, and ensuring that any such change can be implemented without Offshore access to CSO Data or the Managed Environment. 	<p>150</p>	<p>60% of the available marks for this requirement category</p>

<ul style="list-style-type: none"> • The qualifications, certifications, accreditations and relevant technical standards held by the proposed personnel and teams, including any certifications considered necessary to support the delivery of cloud operations, security, service management and support services under the Contract. • The Tenderer’s approach to ensuring that personnel assigned to the Contract possess the appropriate level of technical competence, experience and certification for the roles to be performed. <p>In assessing this criterion, the Contracting Authority will evaluate the quality, credibility and resilience of the Tenderer’s proposed Onshore and Nearshore resourcing model for Restricted Access Roles, including depth of cover, availability of suitably skilled personnel, continuity arrangements, avoidance of single points of failure, personnel vetting, technical certifications, substitution controls, and the Tenderer’s ability to provide 24x7 support without Offshore access to CSO Data or the Managed Environment.</p> <p>In assessing this criterion where a Tenderer has UK-based resources, the Contracting Authority will also evaluate the credibility, practicality and resilience of the Tenderer’s contingency plan in the event that the United Kingdom ceases to qualify as Nearshore, including the extent to which the Tenderer can maintain service continuity, security, data protection compliance and 24x7 support using Onshore and/or EEA-based personnel only.</p> <p>See Appendix 1: Part B – Detailed Requirements and Specification for further details.</p> <p>Please note: Responses are mandatory for each requirement.</p>		
<p>b) Managed Service Provider Sustainability</p> <p>Tenderers are required to provide information to allow the Contracting Authority to assess their capabilities to the services (workloads).</p> <p>This may include, but is not limited to:</p> <ul style="list-style-type: none"> • Optimisation of resource utilisation and operational efficiency • Measures to minimise energy consumption within managed operations • Continuous improvement practices aligned with sustainable service delivery <p>In addressing this criterion, tenderers may also refer to any relevant skills and experience of the personnel proposed,</p>	50	60% of the available marks for this requirement category

including their technical competence to undertake their proposed roles.

Please note: Responses are mandatory for each requirement.

3. Cost Award Criteria (35% of available marks)

Tenderers must outline their cost proposal by completing the Pricing Schedule provided as part of this RFT.

Tendered prices must include all costs associated with complying with the CSO’s Onshore/Nearshore Restricted Access requirements. No additional charges, uplifts or claims may be made on the basis that Restricted Access Roles must be delivered from Onshore or Nearshore locations.

Pricing must relate solely to the operation, maintenance and support of the CSO’s existing public cloud environment, and to separately scoped project-based activities within that environment, as set out in Appendix 1: Part B – Detailed Requirements and Specification.

A) Fixed Rate – Ongoing Managed Services / Core Support and Maintenance

250

N/A

Tenderers must provide their fixed-rate cost proposal for the ongoing operation, maintenance and support of the CSO’s existing public cloud environment.

This shall include, but is not limited to:

- Day-to-day cloud operations and service management
- Incident, problem and change management
- Patch, vulnerability and configuration management
- Capacity, performance and availability management
- Backup, disaster recovery and business continuity support
- Service desk and account management services
- Ongoing support for the existing Landing Zone(s), core platform services, in-scope workloads and associated applications
- Reporting, governance and routine service review arrangements

Tenderers shall clearly identify what is included within the fixed rate and any assumptions or exclusions applicable to that pricing.

b) Blended Daily Rate – New or Amended Workloads, Changes and Project-Based Activities

100

N/A

Tenderers must provide a blended daily rate for project-based activities falling outside the routine managed service scope, including activities associated with new or amended workloads introduced within the CSO’s existing cloud environment during the contract term.

This may include, where requested by the CSO:

<ul style="list-style-type: none"> • New or amended workload onboarding and operational enablement • Project-based changes or enhancements • Additional operational support or service uplift requirements • Work requiring discrete project planning, implementation or controlled handover into the managed service • Other separately scoped activities agreed through a Statement of Work (SoW) or formal change control process <p>Tenderers shall provide an overall blended daily rate (7.5 hours).</p> <p>A provision of 200 person-days per annum is estimated for such activities over the term of the Contract. This estimate is indicative only and does not constitute a guarantee of spend or volume.</p>		
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i. Qualifying Thresholds

Qualitative award criteria will be assessed first.

Only those Tenders that score a mark equal to or in excess of the minimum qualifying threshold (as shown in the table above) for award criteria 1 and 2 will proceed to be evaluated under award criteria 3 (cost).

Failing to achieve the minimum qualifying thresholds will result in the Tenderer being eliminated from the competition and no further evaluation of its Tender will be carried out. Also in such circumstances, the Tenderer's Pricing Schedule will not be evaluated.

Scoring of the qualitative award criteria will be based on an assessment of the information provided by Tenderers and each response element will be awarded marks using the following scoring methodology.

ii. Scoring Methodology

Weighting	Meaning
-	
91% - 100%	Excellent response with very few or no weaknesses, fully meets all requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and meets the requirements and assurance that the Tenderer will deliver to high standard.

60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non- delivery.
0%	Response completely fails to address the criterion under consideration

The Cost Award Criteria will be assessed on the basis of the lowest cost submitted for each of Cost Criterion 3(a) and Cost Criterion 3(b).

- Tenderers are required to complete the Pricing Schedule in Appendix 2, from which the Cost for each of 3(a) 'Fixed Rate' and 3(b) 'Blended Daily Rate' is calculated.
- All prices quoted must be inclusive of all costs (excluding travel expenses and subsistence), expressed in Euro only, but exclusive of VAT.
- For each of the criteria, the lowest Total Cost tendered will receive maximum marks, the formula used will be as follows:

Scoring Methodology (Cost)

$$\text{Cost Score (for a given cost criterion)} = \frac{\text{Lowest Cost submitted (for a given cost criterion)}}{\text{Cost under evaluation (for a given cost criterion)}} \times \text{Maximum Number of Marks Available (for a given cost criterion)}$$

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Agreement to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

However, clarifications provided during the presentation will be considered as part of the evaluation process.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days

if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Services Agreement and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Agreement returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Agreement in accordance with paragraph 2.1.2 above..
- 3.6.2 Where the signed Services Agreement and the Confidentiality Agreement have not been received by the Contracting Authority within the period specified at paragraph 3.6.1, the Contracting Authority may proceed to award the Services Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.3.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

Part A: Introduction

The Central Statistics Office (CSO) is Ireland's national statistical office, with responsibility for the impartial collection, analysis and dissemination of official statistics relating to Ireland's people, society and economy. The mandate of the CSO is set out in the Statistics Act 1993 and includes the collection, compilation, extraction and dissemination, for statistical purposes, of information relating to economic, social and general activities and conditions in the State.

With a staffing complement of over 900, located in Cork, Dublin and nationwide through its field staff, the CSO is committed to producing accurate, objective, timely, accessible and trustworthy Official Statistics. The CSO operates within a dynamic and innovative environment and maintains strong professional relationships with international statistical bodies.

In line with Irish Government Policy, the CSO has adopted a cloud-first approach for new technology systems and solutions and has established an operational public cloud environment to support its business and technology needs. The CSO now seeks to appoint a Managed Service Provider (MSP) to provide ongoing managed services for this existing public cloud environment.

The scope of this procurement relates to the operation, maintenance, optimisation, security and support of the CSO's existing public cloud environment. It does not include the selection of a cloud service provider, the design of a new cloud platform, or large-scale migration activities.

Please note: The duration of the Services Agreement to be put in place with the Managed Service Provider is set out in Parts 1.4 and 1.5 of this document. The CSO holds separate contractual arrangements with its existing cloud service provider, which are outside the scope of this Services Agreement. The CSO shall retain responsibility for FinOps, cloud financial governance, budgetary control and commercial decision-making.

Part B: Scope and Specification of this Procurement

Please refer to the 'Appendix 1: Part B – Detailed Requirements and Specifications' document that accompanies the RFT.

Part C: Statements of Work and Change Control Mechanism

During the term of the Services Agreement, the CSO may require project-based activities, new or amended workload onboarding, additional operational support, service uplifts, or other separately scoped activities within the scope of the procurement. Such activities will be managed under the Services Agreement by way of a Statement of Work ("SoW") and/or Change Control Notice.

Each SoW shall describe the scope, deliverables, assumptions, dependencies, resourcing, timetable, acceptance criteria, charges and any recurring support or maintenance fee arising from the activity. Any SoW shall be subject to the terms of the Services Agreement, the pricing rules set out in this RFT and Pricing Schedule, CSO approval, budget availability and applicable public procurement law.

For a new or amended workload, the Service Provider's SoW response must include: (i) the one-off implementation / onboarding charges, priced by reference to the tendered blended daily rate; and (ii) the recurring fixed support and maintenance fee applicable following service commencement for that workload. Once the workload has been onboarded and accepted into live managed service, the agreed recurring fee shall be added to the then-current recurring managed service fee from the agreed service commencement date.

Part D: Resource Location Definitions

The following definitions apply to the CSO's requirements and to the Selection and Award Criteria set out in the RFT:

- Onshore means personnel located in Ireland, that is the Republic of Ireland only.
- Nearshore means personnel located in the European Economic Area (EEA) or in the United Kingdom, including Northern Ireland, provided that the United Kingdom continues to benefit from a valid European Commission adequacy decision permitting the free flow of personal data from the European Economic Area to the United Kingdom.

For the avoidance of doubt, the inclusion of the United Kingdom within Nearshore is specific to the United Kingdom and shall not apply to any other third country solely because that country is, or may become, the subject of a European Commission adequacy decision.

If the relevant European Commission adequacy decision in respect of the United Kingdom is revoked, suspended, expires without replacement, is invalidated, or is otherwise materially limited such that the CSO determines that the United Kingdom should no longer be treated as Nearshore for the purposes of the Services, then the United Kingdom shall, from the date specified by the CSO, be treated as Offshore for the purposes of this RFT, the Services Agreement and any SoW issued under the Services Agreement..

- Offshore means personnel located in any jurisdiction outside Ireland, the EEA and, subject to the conditions set out in the definition of Nearshore, the United Kingdom including Northern Ireland. If the United Kingdom ceases to qualify as Nearshore in accordance with that definition, personnel located in the United Kingdom shall be treated as Offshore Personnel.
- Restricted Access Role means any role or function that has or may require logical, remote, administrative, operational, support, monitoring, security or incident-response access to CSO Data, the Managed Environment, production or non-production environments, backups, recovery artefacts, logs, monitoring data, observability outputs, security telemetry, service desk tickets containing CSO information, privileged administrative functions, IAM functions, security tooling, infrastructure-as-code artefacts, repositories, scripts, configuration items, credentials or secrets.
- CSO Data includes all data, metadata, logs, telemetry, records, service tickets, backups, recovery artefacts, configuration information, documentation and derived outputs relating to the CSO environment or generated through the provision of the Services

Further information:

Further details on the Contracting Authority can be found here:

<https://www.cso.ie>

Appendix 2: Pricing Schedule

Tenderers must complete the accompanying Pricing Schedule workbook and submit it with their Tender.

The Pricing Schedule workbook comprises the following sheets:

Instructions

1. Core Managed Service
2. Project-Based Activities
3. Assumptions & Commercial Disclosures
4. Transition-In Pricing
5. Exit & Transition-Out Pricing

All prices must be expressed in Euro and exclusive of VAT.

Unless otherwise stated, prices shall be deemed to include all costs associated with the delivery of the Services.

For the avoidance of doubt, AWS consumption, hosting and other native AWS service charges are excluded from the Tenderer's fixed fees and rates unless expressly stated otherwise by the CSO.

Sheet 1 – Core Managed Service

Tenderers must complete 'Sheet 1 – Core Managed Service' and provide a fixed recurring price for the ongoing operation, maintenance and support of the CSO's existing public cloud environment, including the existing landing zone(s), core platform services, in-scope workloads and associated applications.

The fixed recurring price shall include, at a minimum:

- day-to-day cloud operations and service management;
- service desk, L1-L3 support, NOC and SOC;
- incident, problem and change management;
- patch, vulnerability and configuration management;
- capacity, performance and availability management;
- backup, disaster recovery and business continuity support;
- ongoing support for the existing landing zone(s), core platform services, in-scope workloads and associated applications; and
- reporting, governance and account management.

Tenderers must clearly state what is included within the fixed recurring price and any assumptions or exclusions that apply.

Sheet 2 – Project-Based Activities

Tenderers must complete 'Sheet 2 – Project-Based Activities' and provide the blended daily rate specified in the workbook for project-based activities falling outside the routine managed service scope (i.e. new or amended workloads, changes and other project-based activities).

The blended daily rate shall apply to projects and workloads where the CSO issues an SoW for, including but not limited to:

- onboarding and operational enablement of a new or amended workload;
- project-based changes or enhancements;
- additional operational support or service uplift requirements; or
- other separately scoped activities agreed through a SoW or formal change control process.

Tenderers shall provide an overall blended daily rate based on a 7.5-hour day.

Any estimate of person-days included in the Pricing Schedule is indicative only and does not constitute a guarantee of spend or volume.

Where a new or amended workload is introduced under a future SoW, the Service Provider's response to the relevant SoW must include:

- the proposed one-off implementation / onboarding charges for that workload, priced by reference to the blended daily rate; and
- the proposed recurring fixed support and maintenance fee that will apply to that workload following service commencement into the managed service.

Once such a workload has entered live managed service in accordance with the relevant SoW, the agreed recurring fixed support and maintenance fee for that workload shall be added to the then-current recurring fixed managed service fee from the agreed service commencement date for that workload.

Sheet 3 – Assumptions & Commercial Disclosures

Tenderers must complete 'Sheet 3 – Assumptions & Commercial Disclosures' and clearly state:

- what is included and excluded from the core managed service fixed price;
- whether transition-in / service commencement activities are included in the core fixed price or priced separately;
- any assumptions relating to the existing estate, service levels, support coverage or peak operational periods;
- any assumptions relating to future drawdown workload pricing; and
- any proposed charges or assumptions relating to exit / transition-out support.

Sheet 4 – Transition-In Pricing

Tenderers must complete 'Sheet 4 – Transition-In Pricing'.

This sheet is mandatory and must set out the Tenderer's proposed one-off pricing for transition-in / service commencement activities associated with assuming responsibility for the existing managed service.

The pricing in Sheet 4 must include, at a minimum:

- development and execution of the Transition-In Plan;
- knowledge capture from the incumbent;
- review and validation of documentation, infrastructure-as-code artefacts, automation artefacts, repositories, scripts and related configuration items;
- shadowing and reverse-shadowing activities where required;
- access validation;
- validation of monitoring, alert handling, escalation pathways and operational support arrangements;
- service commencement readiness activities; and
- continuity support during transition.

The Transition-In price is mandatory to complete and must be transparent, complete and proportionate.

No additional mobilisation, commencement, knowledge-transfer or handover charges may be imposed beyond those disclosed in the Pricing Schedule and agreed by the CSO.

The Transition-In price will not form part of the arithmetic Cost Award score at Framework award stage, but may be taken into account by the Contracting Authority in assessing the completeness, transparency, proportionality and consistency of the Tenderer's proposed approach to onboarding, transition and exit. The current qualitative criterion 1(c) already covers transition-in, transition-out, service continuity and operational risk management.

Sheet 5 – Exit & Transition-Out Pricing

Tenderers must complete 'Sheet 5 – Exit & Transition-Out Pricing'.

This sheet is mandatory and must set out the Tenderer's proposed pricing for exit / transition-out support at contract expiry or termination.

The pricing in Sheet 5 must include, at a minimum:

- support for the Exit and Transition Plan;
- knowledge transfer and handover support;
- documentation updates and transfer;
- access, credentials, artefact and configuration handover;
- cooperation with the CSO and/or a replacement provider; and
- continuity support during transition-out. These are all expressly required by the Specification's exit and handover provisions.

Exit pricing must be transparent, pre-defined and proportionate.

The Exit & Transition-Out Pricing sheet will not form part of the arithmetic Cost Award score at Contract award stage, but may be taken into account by the Contracting Authority in assessing the completeness, transparency, proportionality and consistency of the Tenderer's proposed approach to onboarding, transition and exit.

SoW Pricing Rules

The daily rates submitted by the Service Provider in response to this RFT shall represent the maximum daily rates applicable to SoW issued under the Services Agreement. Such rates may be reduced in response to an individual SoW but shall not be exceeded.

In each drawdown response, the Service Provider must clearly identify:

- the proposed implementation / onboarding effort and charges;
- the proposed recurring fixed support fee following service commencement;
- the assumptions and exclusions applicable to each pricing element; and
- the date from which the recurring fixed support fee would commence.

Evaluation Note

The Pricing Schedule will be used for evaluation of the Cost Award Criteria set out in Part 3 of this RFT.

At Contract award stage, cost evaluation will be based on:

- Sheet 1 – Core Managed Service; and
- Sheet 2 – Project-Based Activities.

Sheet 4 – Transition-In Pricing and Sheet 5 – Exit & Transition-Out Pricing are mandatory for commercial transparency and contract formation purposes but do not form part of the arithmetic Cost Award score. However, the Contracting Authority may have regard to the completeness, transparency, proportionality and consistency of those pricing treatments under the relevant qualitative award criterion relating to onboarding, transition and exit management.

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: Central Statistics Office (the "Contracting Authority")

RE: Request for Tenders for the provision of Managed Services for the CSO's Existing Cloud Environment

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Agreement, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Agreement and the Confidentiality Agreement and agree, if successful in this Competition, to execute the Services Agreement at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded the Services Agreement, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded the Services Agreement under the RFT, have in place on the Effective Date of the Services Agreement all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this

Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Agreement) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

Appendix 3A: Schedule A – Declaration of no foreign financial contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]

TO: [Insert name of Contracting Authority] (the “Contracting Authority”)

RE: Request for Tenders for the Supply of [Insert type of services required]

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis* aid as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table 2

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

Third Country	Brief Description of the financial contributions
Country A	
Country B	
Country C	
Country D	

Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

Third Country	Type of Financial Contribution (FC)	Brief Description of the purpose of the FC and the granting entity	Estimated value of the FC
Country A			
Country B			
Country C			
Country D			

Appendix 3A: Schedule E – Notification of Foreign Financial Contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Foreign Financial Contributions – (Section 3 of Form FS-PP)

3.1 For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

3.1.1. In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

3.1.1.1. Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

yes no

3.1.1.2. Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

yes no

3.1.1.3. Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

yes no

3.1.1.4. In the case the notifying party in question is not an SME:

3.1.1.4.1. has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years

and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

yes no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) yes no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes significant own contribution by the notifying party and provide details of that plan.

a

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

national

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

yes no

3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

yes no

3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

yes no

3.2. For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:

3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).

3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.

3.2.3. Amount of each financial contribution.

3.2.4. Purpose and economic rationale for granting the financial contribution to the party

3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.

3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).

3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.

3.3 Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

Information to be included in Table 1 below by notifying parties.

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.
- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below) is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
 - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
 - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
 - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
 - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
 - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
 - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	Type of Financial Contribution (FC)*	Brief Description of the purpose of the FC and the granting entity**	Total Estimated value of the FC granted***
Country A			
Country B			
Country C			
Country D			

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

*** Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)

4.1 For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;

- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

5. Possible Positive Effects - (Section 5 of Form FS-PP)

5.1 If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

6. Supporting Documentation – (Section 6 of Form FS-PP)

Notifying parties are required to provide the following for each notifying party:

6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT

returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

7. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Managed Services for the CSO's Existing Cloud Environment

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

I, [\[Click here and insert name of Declarant\]](#), of [\[Click here and insert name of entity\]](#) do solemnly and sincerely declare that:

1. I am a [\[insert role of Declarant\]](#) of [\[Click here and insert name of entity\]](#) and am authorized by [\[Click here and insert name of entity\]](#) to make this declaration which relates to a tender ("the Tender") submitted by [\[Click here and insert name of entity\]](#) in response to an RFT dated titled [\[insert description of competition\]](#) published by [\[insert name of contracting authority\]](#) ("the Contracting Authority").
2. Neither [\[Click here and insert name of entity\]](#) nor any person who is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) nor any person who has powers of representation, decision or control in [\[Click here and insert name of entity\]](#) has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [\[Click here and insert name of entity\]](#) is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [\[Click here and insert name of entity\]](#):
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

- b. has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited

economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

Appendix 5: Services Agreement

Refer to document titled 'Appendix 5: Services Agreement', provided separately with this RFT.

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part;

and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

I to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
“Data Controller” has the meaning given under the Data Protection Laws;
“Data Processor” has the meaning given under the Data Protection Laws;
“Data Subject” has the meaning given under the Data Protection Laws;
“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
“Personal Data” has the meaning given under Data Protection Laws;
“Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain

fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

End of Document

